

# ★ RAGBRAI XLVI ★

## 2018 PROMOTIONAL OPPORTUNITIES CONTRACT AGREEMENT

Business name \_\_\_\_\_

Contact person \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Work phone \_\_\_\_\_ Mobile phone \_\_\_\_\_

Email \_\_\_\_\_

Website \_\_\_\_\_

Description of Products/Services: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name and Title \_\_\_\_\_

### Please Select Option(s):

#### Advertising and Booth Combo

- Commercial/For Profit.... \$750
- Non-Profit..... \$500

#### Exhibitor Booth

- Commercial/For Profit.... \$500
- Non-Profit..... \$250

#### Manufacturer Demo Tour

- Traveling Expo ..... \$1,500

#### Participant Guide Advertising

##### Full Page

- Commercial/For Profit.... \$650
- Non-Profit..... \$400

##### Half-Page

- Commercial/For Profit.... \$350
- Non-Profit..... \$250

#### Website and Mobile App

- Monthly ..... \$1,250 per month

**Expo Exhibitor Disclaimer:** The undersigned Exhibitor agrees that if this Application and Contract is accepted by the Des Moines Register and Tribune Company (The "Register"), Exhibitor shall exhibit and/or sell the "Products" or "Services" described above for all hours of the RAGBRAI Expo and will abide by the contract terms set forth in this Agreement and all other RAGBRAI Expo rules and regulations that The Register may set. The undersigned, as authorized representative of Exhibitor, warrants and represents that he/she has read and understands this Agreement, including the "Standard Provisions" which are attached and incorporated here by this reference, and agrees to be bound by them. Exhibitor further understands and agrees that The Register may accept or reject this Application in its sole discretion and that this Agreement shall not be enforceable against The Register until this Application has been accepted and executed by The Register at its Des Moines, Iowa office.

#### Payment Method:

- Check/Money Order - Payable to RAGBRAI Expo

- Credit Card

- American Express     Discover     Mastercard     VISA

\_\_\_\_\_  
Name (as it appears on card)

\_\_\_\_\_  
Credit Card Number

Expiration Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

**Mail completed application with payment to:** RAGBRAI Expo, 400 Locust St., Suite 500, Des Moines, IA 50309



## Standard Provisions

These standard terms and provisions shall apply to the Application and Contract entered by the Exhibitor named therein and The Des Moines Register and Tribune Company regarding the RAGBRAI® Expo event. All terms defined in the cover page of the Application and Contract shall have the same meaning for purposes of these Standard Provisions.

- 1. Term.** The term of this Contract shall extend through the completion of the 2018 RAGBRAI Expo event, or August 15, 2018, whichever is first. All rights of Exhibitor under this Contract thereupon shall be terminated and revert to the Register.
- 2. Booth Space.** The Register shall provide Exhibitor with a 10' x 10' (more or less) space, with the booth location to be assigned by the Register in its sole discretion. The Register's site manager shall have final authority on booth locations and set up and booth space assignments will not be guaranteed until the scheduled check-in time the day the RAGBRAI Expo opens to the public. Booth spaces are rented only in 10' x 10' increments and only for the full run of the RAGBRAI Expo event.
- 3. Participation & Exhibits.** Exhibitor agrees that it shall participate in the RAGBRAI Expo event during all scheduled hours in which the RAGBRAI Expo event area is open to the public. During such times, Exhibitor's display for its Goods and/or Services shall be fully stocked, neat in appearance and staffed by Distributor as appropriate. Exhibitor's display shall be arranged and operated in such a manner as not to obstruct the general view of patrons or to hide or disrupt the exhibits of others, the effective use of booth space by other exhibitors and the enjoyment of RAGBRAI Expo patrons. Exhibitor shall confine its sales and distribution activities to within its assigned booth space and shall limit its activities within the booth space and on the premises of the RAGBRAI Expo event to promotion of only its Goods and/or Services. Exhibitor shall not allow any other person or business to use its booth space or conduct business by or through it during the RAGBRAI Expo event. Exhibitor may display banners up to 8' in length along interior walls and other locations as approved in advance by the Register's site manager. The Register's site manager shall have the right to make last minute booth assignment changes and/or to order Exhibitor to modify or rearrange its booth display and/or relocate or remove its banner displays for reasons including but not limited to the reduction or elimination of visual, aural or aesthetic interference.
- 4. Event Hours and Admission.** The RAGBRAI Expo event is anticipated to be open to the public from 12:00 noon – 9:00 p.m., July 21, 2018. The Register will endeavor in good faith to advise Exhibitor of any change in event hours but reserves the right to limit or extend those hours during the actual running of the RAGBRAI Expo event. Exhibitor shall be given one set of credentials for the RAGBRAI Expo event without additional charge. Those credentials shall allow unlimited access to the RAGBRAI Expo event and display areas. Additional credentials may be requested, but the availability of those shall be at the discretion of the Register and a fee may be charged for them.
- 5. Additional Duties of Exhibitor.** (a) Exhibitor shall fully comply with all laws, rules, regulations and licensing requirements of governmental authorities with jurisdiction over Exhibitor or its activities and further agrees to comply with all requirements as to sales and other taxes due to any federal, state or local taxing authority. Exhibitor shall conduct all activities on the RAGBRAI Expo event premises in a safe manner. (b) Exhibitor agrees not to do or permit anything to be done in or about the RAGBRAI Expo event premises or bring or keep anything therein except as permitted by government authorities, including but not limited to any environmental protection agency, fire department or public safety agency having jurisdiction over the event location. No gasoline, acetylene or other fuel or other combustible or hazardous substance will be permitted in the RAGBRAI Expo booth area or event premises except cooking equipment may be utilized by exhibitors that provide food services, so long as the installation of the same has been approved by the Register's site manager. All decorations supplied or utilized by the Exhibitor must be fireproofed and a certificate of flame-proofing must be readily available from Exhibitor at all times during the RAGBRAI Expo event. (c) Exhibitor shall not mark, paint, drill into or in any way alter, mar, deface or damage any RAGBRAI Expo event facilities or equipment. (d) Exhibitor, as soon as possible but not later than 24 hours after the close of the public hours of the RAGBRAI Expo event, shall quit and surrender the booth space to the Register and remove all of its property, equipment and signage from the event premises. Upon such quitting and surrender, Exhibitor shall have left the premises in the same condition as when it began its occupancy and in good order, ordinary wear and tear excepted. Exhibitor shall reimburse the Register for any repair and/or storage costs necessitated by Exhibitor's failure to meet these terms.
- 6. Disclaimers/Risk of Loss/Limitations on Register Liability.** (a) While the Register desires that the RAGBRAI Expo event will be successful for it, its patrons and Exhibitor, it specifically disclaims any warranty with respect to event success or results for Exhibitor. Without limiting the foregoing, the Register disclaims any warranty with respect to RAGBRAI Expo event ticket sales, attendance, participating exhibitors and/or sales. (b) All risk of loss and liability in connection with Exhibitor's participation in the RAGBRAI Expo event, whether occurring before, during or after the event, shall be borne exclusively by Exhibitor. Exhibitor shall cause to be carried such insurance on its property and liability as it elects and shall look only to such insurance in the event of damage, loss, injury and/or liability. (c) Exhibitor, for itself and its employees and agents, agrees to hold the Register, its employees, officers, shareholders, agents and event co-sponsors harmless of and from all claims, demands, damages and liability of whatever kind on account of property loss and damage and personal injury and death occurring about the RAGBRAI Expo event premises, during the RAGBRAI Expo event and/or in connection with its use of the RAGBRAI Expo booth space and facilities. Without limiting the preceding, Exhibitor agrees that in no event shall the Register's liability to it or anyone claiming by or through it for breach, negligence, damages, loss or interruption in utility service, personal injury, property loss, damage or theft or otherwise, exceed the amount of booth rent actually paid by Exhibitor.
- 7. Reservation of Publicity and Media Rights.** The Register retains all rights of publicity and exploitation in connection with the RAGBRAI Expo event, including without limitation all media rights in and to the event and activities occurring within the RAGBRAI Expo event premises. Exhibitor shall not originate (on a live or delayed basis) any telecast, broadcast, cablecast, internet communication, publication or other form of communication, in any media form whatsoever, from or about the RAGBRAI Expo event without the prior written consent of the Register, which consent may be granted or denied in the Register's sole discretion and for which additional consideration may be required. Exhibitor grants the Register and/or its licensees and designees the right to use and to authorize others to use the name or names of Exhibitor and its Goods and/or Services for purposes of publicizing and advertising the RAGBRAI Expo event. Exhibitor, on its own behalf and on behalf of its employees and agents who are on the RAGBRAI Expo event premises, consents to and authorizes the use of their name, likeness, voice and identity in connection with any media, entertainment and/or news programming originated from or about the RAGBRAI Expo event, in all media forms.
- 8. Excuse of Performance.** The parties to this Contract will be excused from the performance hereunder to the extent such performance is prevented by any act of God, equipment or supply shortage, labor strike or other event in the nature of force majeure which could not be reasonably foreseen.
- 9. Insurance.** Exhibitor shall carry and maintain a policy of Commercial General Liability Insurance covering the Register for all periods of time in which the Exhibitor is participating in or occupying space on the premises of the RAGBRAI Expo event and/or moving in or out of the booth space. Such coverage to be on an "occurrence" basis as opposed to a "claims made" basis. The insurance shall name "The Des Moines Register and Tribune Company" and "RAGBRAI Expo" as additional insureds. Such insurance shall provide coverage and have limits as reasonably requested by the Register but in no event shall have limits less than \$1,000,000 each occurrence and \$2,000,000 per location or event aggregate. On or before July 1, 2018, Exhibitor shall provide to the Register a certificate of insurance as issued by financially responsible insurer reasonably acceptable to the Register showing the scope and limits of the event coverage. Exhibitor's failure to provide such evidence of insurance shall be a material breach of this Contract and thereupon Exhibitor shall forfeit its booth rental payments, its booth space and its rights to participate in the RAGBRAI Expo event.

**10. Limited License Regarding RAGBRAI Trademarks.** Exhibitor acknowledges and agrees that the Register is the sole owner of all right, title, interest and goodwill in and to the following trademarks: "RAGBRAI®", "RAGBRAI@ XLVI", "The Register's Annual Great Bicycle Ride Across Iowa™", and "RIDE RIGHT®" (hereafter collectively referred to as the "RAGBRAI Trademarks"). The RAGBRAI Trademarks are and shall be the exclusive property of the Register. Exhibitor shall be permitted to use the RAGBRAI Trademarks only in connection with the 2018 RAGBRAI Expo; provided, however, Exhibitor shall obtain the prior written approval of the Register for each proposed use of such trademarks including the design thereof and shall have executed such additional trademark licensing agreements as the Register shall require. When using the RAGBRAI Trademarks, Exhibitor shall protect and preserve the property rights of the Register and shall include the following notations: For "RAGBRAI": "RAGBRAI®, The Des Moines Register and Tribune Company, All Rights Reserved"; for "RIDE RIGHT": "RIDE RIGHT®, The Des Moines Register and Tribune Company, All Rights Reserved"; and for the other RAGBRAI Trademarks: "©, The Des Moines Register and Tribune Company, All Rights Reserved" or such other notations as the Register shall designate. Exhibitor's rights shall be limited to use of the RAGBRAI Trademarks as set forth in this Agreement and Exhibitor shall be solely responsible for any and all liability arising out of the goods and/or services it provides to third parties even though those goods and/or services carry a RAGBRAI Trademark. Exhibitor shall immediately discontinue use of the RAGBRAI Trademarks or of any service mark or trade name confusingly similar to them upon expiration or termination of this Agreement.

**11. Conduct and Reputation.** Exhibitor and its employees, agents and representatives shall refrain from any offensive or distasteful conduct. Additionally, Exhibitor and its employees, agents and representatives shall not commit any act or become involved in any situation or occurrence, whether or not information with regard thereto becomes public, which in the Register's sole opinion: (a) brings or may bring Exhibitor or its services or the Register and its RAGBRAI event(s) into public disrepute, contempt, scandal or ridicule; (b) provokes, insults or offends the community or any group or class thereof or may tend to do so; or (c) reflects or may reflect unfavorably upon the Register, RAGBRAI or RAGBRAI sponsors or host communities. If such prohibited conduct or involvement occurs, Exhibitor shall be in material breach of this Agreement and the Register may terminate this Agreement immediately pursuant to paragraph 11. Without limiting the foregoing, the use or possession of any illegal drugs by Exhibitor or its employees, agents or representatives or the arrest or charging of Exhibitor, or any of its employees, agents or representatives assigned to provide services to RAGBRAI, for an illegal drug offense shall constitute a material breach by Exhibitor.

**12. Indemnification.** Exhibitor agrees to indemnify and hold RAGBRAI, the Register, its officers, directors, employees and agents harmless from and against all claims, demands, actions, causes of action, damages, judgments, liabilities, and costs (including, but not limited to, attorneys' fees and expenses and court costs) arising from or related to (a) Exhibitor's performance under this Agreement; (b) any breach by Exhibitor of any provision of this Agreement or of any warranty or representation by Exhibitor in this Agreement; (c) any display, exhibit, promotion, sale or provision of service by Exhibitor or others operating by or through Exhibitor; (d) related in any respect to Exhibitor's use of the RAGBRAI Trademarks; or (e) related in any respect to Exhibitor's participation in RAGBRAI Expo event, or all actions undertaken on its behalf related to such participation. This indemnification obligation shall survive the termination or expiration of this Agreement.

**13. Strict Compliance.** Exhibitor shall not deviate from the terms of this Agreement in any respect unless it first obtains the express written consent of the Register representative who has executed this Agreement.

**14. Independent Contractor Relationship.** This Agreement is by and between Exhibitor and the Register as independent contractors. Exhibitor shall provide its Products and Services at its own cost, using its own equipment, labor and supplies and at its own direction. Exhibitor shall be solely liable for its conduct or its failure to act and shall at all times comply with applicable law. Nothing in this Agreement shall be deemed or construed to create a partnership or joint venture between the Register and Exhibitor nor shall this Agreement be construed to constitute Exhibitor as an agent or employee of the Register. Neither party shall have the authority to bind the other in any respect. The Register shall not in any way be responsible for the conduct, errors, omissions, liability, debts, taxes or other obligations of Exhibitor.

**15. Termination Right upon Exhibitor Breach.** In the event Exhibitor breaches this Agreement in any respect, the Register may terminate this Agreement immediately without any prior written or oral notice to Exhibitor and thereupon Exhibitor shall forfeit its booth rental payments, its booth space and its rights to participate in the RAGBRAI Expo event.

In addition to any remedies otherwise available to it, if the Register so terminates this Agreement during the RAGBRAI Expo event, the Register in its sole discretion shall have the authority to require Exhibitor to discontinue its participation in RAGBRAI Expo, remove its personnel, equipment and facilities from the RAGBRAI Expo event site, and cease the use, sale and/or distribution of any items utilizing the RAGBRAI Trademarks.

**16. No Exclusivity.** Except for the provision of booth space and equipment as specified in paragraph 2 and for the limited, non-exclusive rights granted to Exhibitor with respect to the RAGBRAI Trademarks, all rights and interests in and to the RAGBRAI Expo event and the RAGBRAI Trademarks are reserved to the Register to use, refrain from use or license the use by others as it may or may not see fit. Nothing in this Agreement grants Exhibitor any rights of exclusivity or renewal and nothing herein shall limit the Register from renting booth space to other parties. No provision contained in this Agreement shall be construed to give Exhibitor an interest or any rights in and to the RAGBRAI Trademarks or any variation thereof; provided, however, Exhibitor shall have a limited license to use the RAGBRAI Trademarks, with the prior written consent of the Register for each usage, and for the limited purposes described in this Agreement. The license granted to Exhibitor hereunder shall be a non-exclusive license and the Register shall have the right to grant licenses in and to the RAGBRAI Trademarks to other persons or entities.

**17. Entire Agreement/Rules & Regulations.** This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matters hereof and supersedes all negotiations, preliminary agreements and all prior or contemporaneous discussions, understandings or agreements of the parties in connection with the subject matters hereof. This Agreement may be amended or modified only by a writing signed by both parties. Headings are for convenience only and do not modify express terms of this Agreement. Notwithstanding the foregoing, the Register and its RAGBRAI Expo event site manager shall have the right to make such further rules and regulations as they deem necessary or advisable for the effective conduct of the event and Exhibitor agrees to comply fully with such rules and regulations.

**18. Authority.** Exhibitor warrants and represents that it is fully able to perform the terms and conditions of this Agreement and that the person executing this Agreement is fully authorized to do so.

**19. Assignment.** This Agreement and the booth space provided hereunder may not be assigned or sublet by Exhibitor without the prior written consent of the Register. The Register may assign all or part of its rights to a third party without consent of Exhibitor.

**20. Choice of Law/Consent to Jurisdiction/Miscellaneous.** (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. Each party consents to the person jurisdiction of the courts located in the State of Iowa with venue in Polk County, Iowa. (b) The invalidity of any part of this Agreement shall not affect the validity or enforceability of any other part of it. (c) Time is of the essence in this Agreement. (d) Each of the parties acknowledge that the Register will be irreparably damaged if the provisions of this Agreement relating to the RAGBRAI Trademarks are not specifically enforced. Therefore, in the event of a breach or threatened breach by Exhibitor of any provision in this Agreement relating to the RAGBRAI Trademarks or an infringement of the RAGBRAI Trademarks by Exhibitor, the Register shall be entitled, in addition to all other rights or remedies it has under this Agreement, and at law and in equity, (i) to an injunction restraining such breach, without being required to show any actual damage or to post any bond or other security, and/or (ii) to a decree for specific performance of the provisions of this Agreement relating to use and/or termination of use of the RAGBRAI Trademarks.